

**CARDCARE
CONSULTANT PROGRAM AGREEMENT**

Upon signing this document, this confirms that an agreement has been made between CardCare, LLC and Consultant. As such – CardCare agrees to supply Consultant with Training Overview & Details Binder and Sales Tools Binder as well as any additional materials as promised in any of the above mentioned materials. Consultant has already received initial Welcome Packet of information outlining Consultant Program Details.

Agreement made on _____, among CardCare LLC, an Indiana limited company (“CardCare”), and (“the Consultant”). This agreement is effective immediately upon receipt at CardCare, LLC Headquarters. CardCare will sign document and return a signed copy for Consultant’s reference.

INTRODUCTION

CardCare has created a special program by which Consultant can market and sell greeting cards and specialized mailing services through the CardCare web site using the CardCare name.

AGREEMENTS

For valuable consideration, the parties agree to the following:

**SECTION 1
GRANT**

1.1 CardCare hereby grants to Consultant the right to act as a CardCare Consultant within the United States and Canada, in accordance with the terms of this Agreement.

**SECTION 2
CARDCARE CONSULTANTSHIP**

As a CardCare Consultant, Consultant will receive the following:

2.1 CardCare will pay Consultant as a sales commission thirty percent (30%) of the selling price (excluding postage and sales tax) for goods and services sold to Consultant’s customers through the CardCare web site. This commission will be paid whether the Consultant or the Consultant’s customer places the order but only if the Consultant’s identification code is used. All commissions shall be paid based on money collected. Commissions will be paid by the last day of the month following the month in which the money is collected (with a minimum of \$50 payment due.) It is the Consultant’s responsibility to assign the unique Consultant ID to each client. In the event that a client signs up without including the Consultant ID code, it is the responsibility of the Consultant to inform CardCare of said circumstance where CardCare will assign the correct Consultant ID. In the event that the Client already has another Consultant ID – the Client will be contacted by the home office to determine which Consultant should receive credit for the sale.

2.2 CardCare will maintain the CardCare web site where it will display a wide variety of greeting cards for selection, with “full-service”, “card-only,” and other alternative selling prices

available. The CardCare web site will be designed so that Consultant's customers can order directly from it. CardCare will also maintain a system for downloading customer's data. CardCare will supply Consultant with a uniformly designed 'splash page' where the Consultant's unique ID is automatically filled in upon clicking into CardCare.com through the links in the splash page. Consultant is only able to change contact information on the splash page.

2.3 CardCare will perform the card related services including imprinting of signatures/logos/messages, addressing envelopes, stuffing, sealing, and affixing postage stamps necessary to get all mail out for the customers of the Consultant in a timely fashion

2.4 CardCare will collect from Consultant's customers and will provide electronic invoices suitable for printing. It will provide monthly reports on sales and commissions to Consultant through a secure Internet site by the fifteenth day of the following month.

2.5 CardCare will offer Consultant training in techniques for marketing greeting cards and related services

2.5 CardCare will provide the service mark license as set out in Section 3.

2.6 Corporate Accounts – Consultants may approach larger Corporate Accounts in an effort to increase sales. CardCare reserves the right to intervene in negotiations as any time. CardCare promises to supply Corporate Accounts with a separate account and a unique 'log-in' page for all affiliates of Corporate Account. CardCare will also offer to sell separate cards/products within Corporate account but not accessible to regular Clients (only affiliates of Corporate Account.) The Consultant is able to pursue a list of prospects within said Corporate Account Company. CardCare will not limit 'access' or 'calling on' Corporate Account prospects by other Consultants. CardCare is not responsible to pay any 'finder's fee' or commission on new clients within Corporate Account that are not directly linked to Consultant. It is the Consultant's responsibility to ensure that his/her client list is accurate and maintained. CardCare will not automatically assume that all new clients for Corporate Account Company are linked to a particular Consultant. CardCare accepts no responsibility or loyalty to Consultant for new accounts that sign up outside of Consultant but through the same Corporate Account Company.

SECTION 3 LICENSE

CardCare has rights to the "CardCare" name for use in connection with services involving direct mail marketing, advertising, and personalized sending of correspondence. While this Agreement is in effect, CardCare grants to Consultant the following license:

3.1 CardCare hereby grants to Consultant the non-exclusive right to use the Mark so that Consultant can identify itself as a "CardCare Consultant" as it advertises, promotes, and sells greeting cards and related services in accordance with this Agreement.

3.2 Consultant agrees to use the Mark only in connection with being a CardCare Consultant in compliance with the standards, specifications, directions, information, and expertise supplied by CardCare. This license shall automatically terminate when Consultant ceases to be a CardCare Consultant.

3.3 Consultant agrees to comply with any requirements established by CardCare concerning the style, design, display, and use of the Mark; and to submit in advance of its use all advertising copy, labels, stickers, or packaging to CardCare for approval.

3.4 Consultant agrees that ownership of the Mark and the good will relating thereto shall remain vested in CardCare both during the period of this Agreement and thereafter, and Consultant further agrees never to challenge, contest, or question the validity of CardCare's ownership of the Mark

3.5 Consultant agrees to inform CardCare of the use of any marks similar to the Mark and any potential infringements of CardCare's Mark which come to its attention.

3.6 Consultant hereby assumes all responsibility for and agrees to indemnify CardCare against any and all damages, losses, claims, suits, or other expenses whatsoever arising out of Consultant's promotion, advertising, use or sale of goods and services under the Mark, including CardCare's reasonable attorneys' fees incurred in the defense of any such action against CardCare. CardCare will take responsibility for all printing/shipping errors in the event that the error is not directly correlated to incorrect information as placed in the original order by a Consultant. In the event that a Consultant incorrectly orders from CardCare, it is the Consultant's responsibility to replace the order at his/her personal cost. CardCare reserves the right to replace/refund orders on a case-by-case basis pending discussion of the error. All orders will be fulfilled within a reasonable timeframe (usually 2-3 business days.)

3.7 Consultant may not sublicense any of the rights granted in this license.

3.8 This license is not assignable by Consultant without the prior written consent, which consent will not be unreasonably withheld by CardCare.

3.9 If the scope of any restriction contained in this section is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

3.10 Each party understands and agrees that the other party shall suffer irreparable harm in the event that a party breaches any of its obligations under this section and that monetary damages shall be inadequate to compensate for such breach. Accordingly, each party agrees that, in the event of a breach or threatened breach by that party of any of the provisions of this section, the other party in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction plus attorney's fees and costs, in order to prevent or to restrain any such breach by the breaching party, by any or all of that party's partners, co-venturers, employers, employees, servants, agents, representatives, and any and all persons directly or indirectly acting for, on behalf of or with the breaching party, without proof of actual damage.

3.11 All obligations under this section shall survive termination of this Agreement.

SECTION 4

TERM

4.1 The term of this Agreement shall commence as of the date of this Agreement and shall continue for one year. Thereafter, it shall automatically renew each year on its anniversary. CardCare or the individual Consultant reserves the right to terminate the agreement without cause with 60 days written notice (See Section 6 for additional details.)

4.2 Consultant agrees to pay an annual renewal fee in the amount of \$50 to continue with the CardCare Consultant Program. Upon receipt of said renewal fee, Consultant will remain 'active' among CardCare Sales staff. CardCare reserves the right to waive this fee on a case by case basis.

SECTION 5 CONSULTANT/CONSULTANT'S RESPONSIBILITY

5.1 Consultant shall be responsible for the use of its identification number by its customers. Again, it is the Consultant's responsibility to assign the unique Consultant ID to each client as outlined in Section 2.1.

SECTION 6 DEFAULT AND TERMINATION

6.1 The term of the agreement is as set out in Section 4 of this Agreement, except that either party may terminate Agreement for material breach after giving the other party notice of breach and sixty (60) days to cure the breach. Either party may terminate the agreement without cause after giving the other party sixty (60) days notice.

6.2 This Agreement and all rights to use the Mark shall terminate automatically upon the happening of any of the following events.

6.2.1 The filing by any party of a voluntary petition in bankruptcy or similar proceeding or an assignment for the benefit of creditors;

6.2.2 Any party terminating its operation or liquidating its assets;

6.2.3 Violation of the License granted in Section 3 of this Agreement;

6.2.4 Consultant's misappropriation of funds or placing fraudulent orders with CardCare;

6.2.5 Consultant's conviction of a felony or any crime involving moral turpitude; or

6.2.6 Consultant's engaging in any acts which may have any adverse effect on the business reputation or business of CardCare.

6.3 CardCare's obligations to pay the Consultant shall survive termination for a period of six months. CardCare agrees to pay commission to the assigned Consultant for six months after the termination by either party. CardCare will not pay for any work or time dedicated by the Consultant. As outlined in the Training/Sales binders – Consultants work on a commission only basis and all other investment is at his/her own risk. CardCare will not pay any long term residual income above the six months of regular commission payments as outlined. All payments are based on a percentage of sales only.

SECTION 7 INDEPENDENCE

7.1 The relationship between the parties to this Agreement is that of independent companies, and is not the purpose or intention of this Agreement or of the parties to create a partnership, joint venture, principal-agent, or other relationship for any purpose whatsoever except the Consultantship described herein.

7.2 CardCare reserves the right to decline any sales order.

7.3 CardCare reserves the right to change the commission structure upon one hundred eighty (180) days advance notice.

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

8.2 **Invalidity.** Notwithstanding anything to the contrary to this Agreement, all provisions of this Agreement are hereby limited to the extent mandated by an applicable law or decisions, and shall only apply where such provisions are legal and enforceable. If any provision or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, and such determination shall become final, to that extent and within the jurisdiction in which it is invalid, illegal, or unenforceable, such provision or portion shall be deemed to be severed and deleted from this Agreement, and the remaining provisions and portions shall survive and continue to be enforced so as to give effect to the intentions of the parties insofar as that is possible.

8.3 **Waiver.** A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition then or in the future.

8.4 **Notices.** Any and all notices required or permitted to be given under this Agreement shall be in writing and either mailed by certified mail or faxed with receipt confirmed, to the parties at the following addresses below their respective signatures. The address for notice may be changed by giving notice under this provision.

8.5 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Indiana. CardCare and Consultant each hereby consent to jurisdiction and venue of the courts of the State of Indiana and of the United States District Court for the District of Indiana for any action arising out of or otherwise relating to this Agreement, and each party hereby consents to personal service by registered or certified mail in any such action.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

8.7 Successors and Assigns. This Agreement shall be binding in all respects upon, and shall inure to the benefit of the parties and their heirs, personal representatives, executors, successors, and assigns.

8.8 Construction. The parties acknowledge that they and their respective counsel have reviewed this Agreement in its entirety and have had a full and fair opportunity to negotiate its terms. Each party waives all applicable rules of construction that any provision of this Agreement should be construed against its drafter, and agrees that all provisions of the Agreement shall be construed as a whole, according to the fair meaning of the language used.

8.9 Counterparts. This Agreement may be executed in counterparts, or by copies transmitted by telecopier or fax machine, all of which shall be given the same force and effect as the original. A facsimile signature shall have the same force and effect as an original signature. Upon approval, CardCare will mail an executed copy of this Agreement to Consultant at its address as given below

8.10 Headings. The headings contained in this Agreement are for reference and convenience purposes only and shall not in any way have any effect the meaning or interpretation hereof.

IN WITNESS WHEREOF CardCare, and Consultant have executed this Agreement as of the dates set forth below.

“CARDCARE”
CARDCARE, LLC

BY _____

JEN SMOKER
General Manager
PO BOX 419
South Bend, IN 46624
574-233-5126
574-233-5128 FAX
E-Mail: jen@cardcare.com

BY _____

Date: _____

Date: _____